UNF, West, Inc. *and* Teamsters, Chauffeurs, Warehousemen, Industrial and Allied Workers of America, Local 166, International Brotherhood of Teamsters. Case 21–CA–129446

January 20, 2016

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS HIROZAWA AND MCFERRAN

On August 3, 2015, Administrative Law Judge John J. McCarrick issued the attached decision. The Respondent filed exceptions and a supporting brief, the General Counsel filed an answering brief, and the Respondent filed a reply brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order as modified.[2]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, UNF, West, Inc., Moreno Valley, California, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

Substitute the following for paragraph 1(c).

"(c) Threatening employees with reduced wages if they voted for the Union."

Dated, Washington, D.C. January 20, 2016

Mark Gaston Pearce, Chairman

Kent Y. Hirozawa, Member

Lauren McFerran, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

Thomas Rimbach, Esq. and *Cecelia Valentine, Esq.,* for the General Counsel.

Nicholas Leitzes, Assistant General Counsel, of Providence, Rhode Island, for the Respondent.

Shirley Lee, Esq. (Reich, Adell & Cvitan), of Los Angeles, California, for the Charging Party.

Daniel Adlong, Esq. and *Douglas Topolski, Esq. (Ogletree, Deakins, Nash, Smoak & Stewart, P.C.),* of Costa Mesa, California and Washington, D.C.

DECISION

STATEMENT OF THE CASE

JOHN J. MCCARRICK, Administrative Law Judge. This case was tried in Moreno Valley, California, on April 14 and 15, 2015, upon the complaint in Case 21–CA–129446 issued on September 16, 2014, by the Acting Regional Director for Region 21.

The complaint alleges that UNF, West, Inc. (Respondent) violated Section (8)(a)(1) of the Act by interrogating employees about their union activities, threatened employees with futility concerning their Section 7 rights and threatened employees with reduction of wages if they voted for the Union.

Respondent filed a timely answer to the complaint stating it had committed no wrongdoing.

FINDINGS OF FACT

Upon the entire record herein, including the briefs from the counsel for the General Counsel and Respondent, I make the following findings of fact.

I. JURISDICTION

In its answer Respondent admitted and I find that it is a Cali-

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The Respondent has also excepted to the judge's requirement that its witness, Carlos Ortiz, testify in English, while permitting the Union's witnesses to testify in Spanish through an interpreter. We note that the judge gave due consideration to Ortiz' ability to understand and communicate in English, and provided that Ortiz could testify through the interpreter if it appeared he was having difficulty. See *Yaohan U.S.A. Corp.*, 319 NLRB 424, 424 fn. 2 (1995), enfd. 121 F.3d 720 (9th Cir. 1997) (table). There was no evidence that Ortiz demonstrated such difficulty, nor were there subsequent requests by Ortiz or the Respondent's counsel for translation assistance.

Finally, the Respondent has excepted to the judge's refusal to allow the testimony of four employee witnesses who purportedly would have testified that they had never been threatened by the Respondent's agents, and that they had signed a petition stating that they wanted the Union to leave them alone and stop filing frivolous charges. We agree with the judge that the testimony was properly excluded as irrelevant; further, none of these employees had personal knowledge of the statements alleged to violate the Act. See *Mammoth Mountain Ski Area*, 342 NLRB 837, 845 (2004) (barring witness from testifying about event of which she had no personal knowledge).

[2] We shall modify the judge's recommended Order to exclude a provision that was apparently added inadvertently.

fornia corporation with a facility in Moreno Valley, California, where it is engaged in distributing foods and that during a 12-month period it sold and shipped from its Moreno Valley facility goods valued in excess of $50,000 directly to points outside the State of California.

Based upon the above, I find that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION

Respondent admitted and I find that Teamsters, Chauffeurs, Warehousemen, Industrial and Allied Workers of America, Local 166, International Brotherhood of Teamsters (Union) is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. History

In 2012, the Union began an organizing campaign among Respondent's warehouse employees at its Moreno Valley facility. On May 17, 2012, the Board conducted a representation election among Respondent's employees. The results showed that the Union lost the election 88 to 152. The Union filed objections seeking to set the election aside. After an investigation, the Regional Director concluded that there was merit to the objections and consolidated the objections with an unfair labor practice complaint for hearing before an administrative law judge (ALJ). On April 10, 2014, the Union withdrew its objections to the election and on April 16, 2014, the Union filed a new petition[1] to represent Respondent's warehouse employees. On April 24, 2014, Administrative Law Judge Schmidt issued his decision in the above case.[2] A second election was scheduled for May 29, 2014.[3] However, on May 28, 2014, the Regional Director issued an order cancelling the election after the Union filed unfair labor practice charges, including the charge in the present case.[4]

On September 3, 2014, the Board affirmed the ALJ's decision in *UNF West, Inc.,* 361 NLRB No. 42 (2014). The Board found that Respondent violated the Act by coercively questioning employees about their activities on behalf of the Union; by threatening that it would be futile for employees to select the Union to represent them; by stating that Respondent would not negotiate or sign any contract with the Union; by threatening the loss of employees' 401 (k) benefit if they selected the Union to represent them; by threatening employees by telling them Respondent was looking for a way to fire them because they engaged in activities on behalf of the Union; and by threatening employees by suggesting that their working conditions will not improve until they quit complaining to the Union and the National Labor Relations Board.

B. The alleged unfair labor practices herein

The parties stipulated[5] that Juan Negroni (Negroni), Carlos Ortiz (Ortiz), and Luisa Perez (Perez), labor consultants of Kulture, were agents of Respondent within the meaning of Section 2(13) of the Act.

1. The May 9, 2014 interrogation of Aceves

a. The facts

On May 9, 2014, Respondent's employee, Armando Perez Aceves (Aceves), attended a 2:15 p.m. presentation given by labor consultant Ortiz, with labor consultant Negroni also present, in a meeting room near the human resources department. Negroni and Ortiz are employed by Kulture, a company Respondent employed to respond to the Union's organizing campaign. While Aceves was an open, union activist who passed out union authorization cards and spoke to employees about the Union and attended union meetings, there is no evidence that Aceves was known to Respondent as a union supporter.

According to Aceves, the meeting lasted about 40 to 50 minutes and did not go beyond 3 p.m. When the meeting ended, Aceves left to return to work in the warehouse. The meeting room is near the warehouse.

At about 3 p.m., Negroni approached Aceves in the warehouse and said in Spanish, "How are you doing? How do you feel with the Union?" Aceves replied, "Is this an interrogation? I'm working. Leave me alone. I'm working. Don't interrupt me." Negroni said, "Calm down."[6] Aceves took a document,[7] entitled, "Employee Rights Under the National Labor Relations Act." from his pocket and showed it to Negroni. According to Aceves, he showed the document to Negroni because Negroni pressured employees and spoke ill of the Union. After Aceves showed Negroni the document, Negroni said, "This document doesn't work here, my brother." And stated, "Who pays your check, the company or the Union?" Aceves asked Negroni, "If the firemen, the policemen, have [a] union, why are you always talking bad about the Union?"[8] Negroni simply stared at Aceves and left.

Negroni testified that the May 9, 2014 meeting lasted no longer than 45 minutes, and ended "3:00-ish." Negroni claims that he left the facility for his hotel no later than 3p.m. immediately after the meeting, stopping nowhere in Respondent's facility.

Ortiz testified to the contrary that the May 9, 2:15 p.m. meeting lasted an hour-and-a-half. Ortiz also testified that after the meeting, both Ortiz and Negroni went to the human resources department to meet with a manager for about 20 minutes and both left the facility.

Negroni denied, with extra emphasis, having been on the warehouse floor on May 9, 2014, or having a conversation with Aceves that day. He further denied having ever seen the document titled, "Employees Rights Under the National Labor Relations Act" at Respondent's facility. However, labor consultant Luisa Perez admitted she had seen such a document posted in glass cases between the lunchroom and the warehouse and also by the transportation department. She also admitted that there were copies of these documents in the employees' locker room.

[1] GC Exh. 4.
[2] GC Exh. 3.
[3] GC Exh. 5.
[4] GC Exh. 6.
[5] Jt. Exh. 1.
[6] Tr. at 31, LL.14–24 and p. 32, LL. 1–3.
[7] GC Exh. 2.
[8] Tr. at 33, LL. 3–11.

b. Credibility findings

To paraphrase Queen Gertrude from act III, scene II of Shakespeare's *Hamlet*, "The gentleman doth protest too much, methinks." Negroni's denial that he committed any unfair labor practice was given in such an exaggerated and bombastic manner, as to convince me just the opposite. In assessing the credibility of this witness, a reading of the transcript alone is insufficient, for it is the tone of the witness' testimony that must be considered. The witness' testimony had a theatrical quality that was both exaggerated and contrived. Moreover, he is contradicted by Ortiz as to leaving the facility immediately and going to his hotel; leaving open the possibility that he did indeed have time to speak with Aceves. His denial of ever seeing the document titled, "Employees Rights Under the National Labor Relations Act" at Respondent's facility when it was posted prominently by Respondent supports my conclusion that Negroni is not to be believed. I credit Aceves, as his testimony was given without contradiction, was specific and had the ring of truth to it.

c. The analysis

Complaint paragraph 6(a) alleges that on about May 9, 2014, Negroni interrogated employees about their union sympathies in violation of Section 8(a)(1) of the Act. Complaint paragraph 6(b) alleges that on about May 9, 2014, Negroni threatened employees with futility regarding Section 7 rights.

In *Rossmore House*, 269 NLRB 1176, 1177 (2003), the Board set forth its test for determining if employer interrogation of its employees about their union activities violates Section 8(a)(1) of the Act. The Board's test considers the totality of the circumstances, including whether the interrogation reasonably tends to restrain, coerce, or interfere with rights guaranteed by the Act. In making this determination the Board considers the so called *Bourne*[9] factors including the background, the nature of the information sought, the identity of the questioner, the place and method of the interrogation, and whether the employee is an open and active union supporter. *Norton Audubon Hospital,* 338 NLRB 320, 320–321 (2002). However, the Board has noted that it does not apply the *Bourne* factors lavishly. *Medcare Associates, Inc.,* 330 NLRB 935, 939–940 (2000).

In applying the *Rossmore* considerations, I find that Negroni's interrogation of Aceves was coercive given that Aceves was questioned by Respondent's agent charged with combatting the Union's organizing campaign shortly before an election. While Aceves was a union activist there is no evidence that Aceves engaged in union activity in an open manner at the workplace or that Negroni was aware of this. Moreover, the Board has repeatedly held that this is only one factor to take into consideration. *President Riverboat Casinos of Missouri, Inc.,* 329 NLRB 77, 78 (1999). Furthermore, it is clear that this was no casual, friendly or joking conversation as Aceves asked Negroni if he was being interrogated and told Negroni to leave him alone. Rather than leave Aceves alone, after being shown the employees' rights document, Negroni made it clear that Section 7 rights did not apply at Respondent's facility and emphasized an employer's ultimate threat, that it controlled Aceves' employment. The entire conversation established that Respondent's interrogation was coercive and violated Section 8(a)(1) of the Act. *Gelita USA Inc.,* 352 NLRB 406, 406 (2008).

In *Wellstream Corp.,* 313 NLRB 698, 706 (1994), the Board held an employer violates Section 8(a)(1) of the Act by telling employees that attempts to secure union representation would be futile where they are clearly intended to and had the effect of conveying to the employees the futility of their support of the Union.

Here, after Aceves gave Negroni the document explaining employees' Section 7 rights Negroni told Armando, "This document doesn't work here, my brother. Who pays your check, the company or the Union?" Negroni's message was clear that Section 7 rights, including the right to form a union, did not apply to Respondent and it was therefore useless for Aceves to attempt organize with his coworkers and assert their Section 7 rights to join the Union. Negroni's statement that Aceves could not exercise his Section 7 rights violated Section 8(a)(1) of the Act.

2. The May 16, 2014 threats to reduce wages

a. The facts

On May 16, 2014, Respondent's employee Lino Contreras (Contreras) was told to go to a meeting in the human resources department. At the meeting were labor consultants Ortiz and Perez and several other employees. A sign-in sheet[10] for this meeting shows that four employees were present, including Contreras, Juan Urquiza (Urquiza), Omar Solorio, and Mario Hernandez.

According to Contreras, Ortiz conducted the meeting in Spanish. Ortiz began the meeting by saying that the "Union's no good" and that the Union only "want[s] the employees' money." Contreras said, in Spanish, "I have heard from the warehouse that you guys are saying that if the Union wins, the Company's going to reduce the wages of all the employees." Ortiz then said, "Lino, we put that message on the projector so everybody could see it. Lino, of course, if the Union wins, the Company could reduce your wages." Contreras responded, "But that's illegal." Ortiz then said, "Lino, who pays your salary? The Company, right? Therefore, the Company has the right to reduce your salary." Contreras responded, "Yes, if that's what you say."[11]

Respondent's employee Juan Urquiza corroborated Contreras' account of the May 16, 2014 meeting. Urquiza said that Ortiz said that he had some bad experiences with the Union, and that the Union only wanted employees' money. Urquiza said Ortiz also stated, "If the Union won and they would represent [you], . . . the company could lower [your] wages, salaries." Urquiza further said that Contreras replied, "Carlos, can the company do that?" Ortiz then said, 'Yes, because the company pays our salaries."[12]

[9] *Bourne v. NLRB*, 332 F.2d 47, 48 (2d Cir. 1964).

[10] R. Exh. 3.

[11] Tr. at 55, LL. 4–24 and p. 56, LL.s 1–13.

[12] Tr. at 82, LL. 15–19 and p. 83, LL. 3–14.

Ortiz made a slide presentation at the meeting.[13] Some of the slides are accompanied by passages of text. Contreras did not recall Ortiz reading from the slides. Urquiza had little recollection of the slides' content. Contreras also did not recall Ortiz ever telling employees at this meeting, or any other meeting, that"bargaining starts from where you are, and you can go up, down, or stay the same" or reading from a slide that contained something to that effect. However, pages 7 and 60 of the slide presentation states, "The company has never stated that bargaining 'starts from scratch.' In fact, we have told you that the bargaining starts from where you are now and you can gain, stay the same or you can lose . . ."[14] Page 15 of the slide presentation states, "As a result of bargaining, you may end up with more than you have to day, the same as you have today, or less than you have today."[15]

Ortiz claimed that he read the slide presentation "word-for-word" and denied telling employees "that they would lose wages if the Union got in." Ortiz claimed that during his presentation, he said nothing other than reading the slide presentation. Perez said that Ortiz read the slide script word-for-word, however she admitted that Contreras asked questions during the meeting. She admitted that Contreras claimed, "We could get less if we vote for the union."[16] Perez said that Ortiz said it was subject to negotiation. Perez testified that she could not remember Ortiz' exact words.

b. Credibility findings

While it is credible that during the slide presentation Ortiz simply read the content of the slides, it is hard to believe that during the entire presentation to employees, of which, the slide presentation was only part, that Ortiz would have remained mute other than reading slide text. Perez admitted that there was more colloquy between Ortiz and Contreras than simple slide reading. It appears that both Ortiz and Perez deny that Ortiz made statements about reduction in benefits during the slide presentation, but this does not preclude any statements Ortiz may have made before or after the slides being presented. Further Contreras is corroborated by Urquiza as to comments made by Ortiz that appear to have occurred at the beginning of the meeting and prior to the slide presentation. While there is no doubt that Ortiz read from the power point presentation, this is not inconsistent with comments he may have made prior to the slide presentation. I credit Contreras and Urquiza.

c. Analysis

Complaint paragraph 7 alleges that on about May 16, 2014, Ortiz threatened employees with wage reductions if they voted for the Union.

The Board has long held that an employer may not tell employees that the consequences of unionization may result in a cut in wages. *President Riverboat Casinos of Missouri, Inc.*, 329 NLRB 77, 77 (1999). Such a pronouncement is an implied threat because the statement, without reference to the bargaining process, suggests that wages might be reduced as a result of a vote for unionization. Id.

Here, Ortiz told the employees, "Lino, of course, if the Union wins, the Company could reduce your wages." When Contreras said that was illegal. Ortiz told him, "Lino, who pays your salary? The Company, right? Therefore, the Company has the right to reduce your salary." There was no mention of bargaining and while later Ortiz may have made reference to bargaining in the slide presentation, he never specifically corrected or rescinded his earlier unlawful statement. I find that Ortiz' statement violated Section 8(a)(1) of the Act.

3. The May 22, 2014 interrogation of employees and threats of futility

a. The facts

Contreras stated he had conversation with Negroni on May 22, 2014. Contreras said that at about 5 p.m. or 6 p.m. he was working in an aisle of the repack department when Negroni approached him. No one else was present. Negroni said in Spanish, "Hi Lino. What about the Union?" Contreras responded, "Fine. Everything's fine. Why are you asking?" Negroni then said, "I have heard that the Union is making a lot of promises." Contreras responded, "The Union is not making any promises. You guys are making false promises. Lying to people and threatening them." Negroni then said, "I hope the company won't hear what you're saying."[17] Contreras then pulled out the document Aceves showed Negroni about 2 weeks earlier. After Contreras gave Negroni the document, Negroni said, "You know what, this is useless. The Company has its own policies."[18] Negroni gave the document back to Contreras, and left.

Negroni testified that he was in the warehouse on May 22, 2014, but denied speaking alone with any employees.

Respondent's employee, Ana Bravo, who works in the same area as Contreras as a picker selector, testified that on May 22, 2014, she could observe Contreras all day and never saw Negroni speaking with Contreras.

b. Credibility findings

Bravo admitted on cross-examination that the 7 aisles in the department she and Contreras works in are like those in a big box store. The aisles are 60 feet long and are separated by shelves of merchandise 8 feet high and 6 feet wide. Like in a big box store, Contreras uses a forklift to move merchandise from the shelves. Ultimately, Bravo admitted she could not see Contreras at every minute of the day on May 22, and that she did not know where Contreras was at any given hour. I do not credit Bravo's testimony nor do I credit Negroni's denials for the reasons set forth above. As I explained earlier, I credit Contreras.

c. Analysis

Complaint paragraph 6(c) alleges that on about May 22, 2014, Negroni interrogated employees about their union activities. Complaint paragraph 6(d) alleges that Negroni threatened employees with futility concerning their Section 7 rights.

[13] R. Exh.s 2 and 6.
[14] R. Exh. 2.
[15] Ibid.
[16] Tr. at 175, LL. 3–5.
[17] Tr. at 59, LL. 11–25 and p. 60 LL. 1–10.
[18] Tr. at 62, LL. 1–5.

Like Negroni's interrogation of Aceves, his interrogation of Contreras violated Section 8(a)(1) of the Act. Under the *Rossmore* standard, from the entire context of the conversation, Negroni's comments were plainly coercive. Even though Contreras may have been a union advocate, Negroni was not satisfied with mere interrogation about how Contreras felt about the Union and what the Union was promising. After Contreras defended the Union, Negroni emphasized the Respondent would not want to hear such statements, implying there would be adverse consequences. This was clearly coercive and the interrogation violated Section 8(a)(1) of the Act.

As discussed above, in Negroni's statement to Aceves concerning the futility of his union activity, his similar statement to Contreras violated Section 8(a)(1) of the Act. Like Aceves, Contreras gave Negroni the same document "Employee Rights Under the National Labor Relations Act." Negroni looked at the document and said, "You know what, this is useless. The Company has its own policies." As with Aceves, Negroni's message to Contreras was that it was futile for him and his coworkers to assert their Section 7 rights to join or support the Union and violated Section 7 of the Act.

CONCLUSIONS OF LAW

1. Respondent UNF, West, Inc., is an employer engaged in commerce and in an industry affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Teamsters, Chauffeurs, Warehousemen, Industrial and Allied Workers of America, Local 166, International Brotherhood of Teamsters is a labor organization within the meaning of Section 2(5) of the Act.

3. By engaging in the following conduct, the Respondent committed unfair labor practices in violation of Section 8(a)(1) of the Act.

(a) Interrogating employees about their union activities.

(b) Threatening employees with futility regarding their rights under the Act.

(c) Threatening employees with reduction in wages if they voted for the Union.

REMEDY

In addition to the ordinary remedies, General Counsel seeks the extraordinary remedy of having the notice read to employees. The Board had held in *Federated Logistics,* 340 NLRB 255, 258 (2003), that when an employer commits pervasive unfair labor practices by high level managers in the context of an organizing campaign, that such conduct will tend to have a chilling effect. To fully remedy these unfair labor practices the Board will order that the notice to employees be read to employees.

Here, Respondent has engaged in repeated unfair labor practices over a 2-year period of time. *UNF West, Inc*., 361 NLRB No. 42 (2014). These include threats of termination, coercive interrogation, threats that engaging in Section 7 activity would result in loss of benefits, and threats that working conditions would not improve if employees exercised right under the Act. There can be little doubt that Respondent's conduct has chilled employee support for the Union. Accordingly, I will order that the notice to employees be read to employees in English and Spanish by Respondent and/or by a Board agent in the presence of Respondent, to assure employees of their rights and Respondent's obligations under the Act.

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent shall be required to post a notice that assures its employees that it will respect their rights under the Act. As the Respondent has a large number of employees whose primary language is Spanish, the Respondent shall be required to post the paper notice in both English and Spanish.

In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. *J. Picini Flooring*, 356 NLRB No. 8 (2010).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended.[19]

ORDER

The Respondent, UNF, West, Inc, Moreno Valley, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Interrogating employees about their union activities.

(b) Threatening employees with futility regarding their rights under the Act.

(c) Threatening employees with reduced wages if they voted for the Union. Instructing employees not to discuss the Union or engage in union activities, including by telling them, in reference to their union activities, not to cause trouble or problems.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at its Moreno Valley, California facility, copies of the attached notice marked "Appendix."[20] Copies of the notice in Spanish and English, on forms provided by the Regional Director for Region 21, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Re-

[19] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[20] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

spondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since May 9, 2014.

(b) Within 14 days after service by the Region, hold a meeting or meetings, during working time to be scheduled to ensure the widest possible attendance, at which the attached Notice is to be read in English and Spanish to the employees assembled for this purpose, by a responsible official of the Respondent in the presence of a Board agent, and/or by a Board agent in the presence of a responsible official.

(c) Within 21 days after service by the Region, filed with the Regional Director for Region 21 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Dated, Washington, D.C. August 3, 2015

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT ask you about your union activities.

WE WILL NOT threaten you that your wages will be reduced if you vote for the Union.

WE WILL NOT threaten you that it is futile to exercise your rights under the National Labor Relations Act.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

UNF WEST, INC.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/21-CA-129446 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.